

1467

A G R E E M E N T

between the

CITY OF ATLANTIC CITY

and the

SUPERVISORS ASSOCIATION OF ATLANTIC CITY - LOCAL NO. 29

R.W.D.S.U. - A.F.L.-C.I.O.

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January 1, 1992 - December 31, 1994

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PREAMBLE

AGREEMENT dated the                      day of                      , 1993, by and between the CITY OF ATLANTIC CITY, a municipal corporation of the State of New Jersey, hereinafter referred to as the "CITY" and the SUPERVISORS ASSOCIATION OF ATLANTIC CITY, LOCAL NO. 1, affiliated with Local 29, R.W.D.S.U.-A.F.L.-C.I.O., hereinafter referred to as the "ASSOCIATION."

## ARTICLE I

### PURPOSE

A. This Agreement is entered into pursuant to the provisions of Chapter 1254, Laws of 1975, of the State of New Jersey, as amended, to promote and ensure harmonious relations, cooperation, and understanding between the City and the Employees; to prescribe the rights and duties of the City and Employees; to provide for the resolution of legitimate grievance, all in order that the public service shall be expedited and effectuated in the best interests of the people of the City of Atlantic City and its employees of the City.

B. The Association and the City, having both accepted Factfinder Weisblatt's determination, have modified the prior collective bargaining agreement to reflect and incorporate Arbitrator Weisblatt's recommendations. In the event of any question or challenge concerning this successor agreement, it is understood and agreed that Arbitrator Weisblatt's factfinding report shall reflect the Agreement of the parties and supersede any statement to the contrary in this Agreement.

### ARTICLE III

#### RECOGNITION

A. The City recognizes the Association associated R.W.D.S.U.-A.F.L.-C.I.O. as the exclusive negotiating agent and representative for all supervisors included in the bargaining unit in accordance with the certification by Public Employment Relations Commission (P.E.R.C.), Docket No. RO 8L-1-117.

B. The City agrees that the Association has the right to negotiate for employees within its unit as to rates of pay, hours of work and fringe benefits, working conditions, safety conditions, procedures for adjustment of disputes and grievances, and all other related matters as contained in this Agreement.

ARTICLE IV  
GRIEVANCE PROCEDURES

A. Definition

A grievance is any dispute between parties concerning the application or interpretation of this Agreement of any complaint by any employees as to any action or nonaction taken toward him/her which violates any right arising out of his/her employment. Where there is no Civil Service remedy, an employee may grieve for just cause of disciplinary actions.

B. Procedures

Step 1. The aggrieved or the Association shall institute action under the provisions hereof within ten (10) working days after the event giving rise to the grievance has occurred, or reasonable knowledge thereof, and such action will be taken upon in writing with the employee's immediate supervisor. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance. The supervisors shall respond in writing to the grievance within ten (10) working days. Failure to respond within said ten (10) working days shall be deemed to constitute an award of the grievance.

Step 2. If no agreement can be reached after Step 1, the employee or the Association may present the grievance in writing within ten (10) working days of receiving the response of the immediately supervisor to the department head, his/her designated representative or the appropriate superior within the organizational structure. The department head, his/her designated

representative or the appropriate superior within the organizational structure will answer the grievance in writing within ten (10) working days of receipt of the written grievance. Step 3. The Director of the department shall respond within ten (10) working days in writing; if not settled, the grievance may be moved to Step 4.

Step 4. If the Director of the Department's answer is not satisfactory to the Union, then the Union may move the grievance to the Personnel Director. The matter shall be discussed between the Union and the Personnel Director within fifteen (15) days of the response date set forth for Step 3, and the Personnel Director shall have ten (10) days thereafter to file his or her written response.

Step 5. In the event the grievance is not resolved at the fourth step, either party may refer the matter to impartial arbitration. However, judicial employees shall not have the right to proceed to binding arbitration. The final step of the grievance procedure for judicial employees shall be the assignment judge.

#### C. Arbitration

Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the employer and the employee. If the City and the employee cannot mutually arrive at a satisfactory arbitrator within thirty (30) working days after the receipt of the list



from the Public Employment Relations Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of the Agreement and such rules and regulations as may be in effect by the Civil Service Commission of the State of New Jersey which might be pertinent and render his/her award in writing, which shall be final and binding. The cost of the arbitrator's fee shall be shared by the City and the Association. Any steward or officers of the Association required in the grievance procedure to settle disputes on any arbitration shall be released from work without loss of pay for such purpose and any witness reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.

D. Extensions and Modifications

Time extensions under the above grievance procedure clause may be mutually agreed upon by the City and the Association.

## ARTICLE V

### CHECK-OFF

- A. The City agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deduction shall be made in compliance with N.J.S.A. 52:14-15(9)(e), as amended and remitted to Local 29.
- B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Association and verified by the Treasurer of the Association during the month following the filing of such card with the City.
- C. The aggregate deductions from all employees shall be remitted to the Treasurer of the Association, Local 29, together with a list of names of all employees from whom the deductions were made, by the 15th day of the succeeding month after such deductions were made.
- D. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish the City written notice thirty (30) days prior to the effective date of such change and shall furnish to the City either new authorizations from its members showing the authorized deduction for each employee or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.
- E. The Association will provide the necessary "check-off authorization" form and the Association will secure the

signatures of its members on the form and deliver the signed forms to the City Comptroller.

F. Any such individual written authorization may be withdrawn at any time by filing of notice of such withdrawal which shall be effective to terminate deductions in accordance with N.J.S.A. 52:14-15(9)(e), as amended.

## ARTICLE VI

### AGENCY SHOP

- A. The City agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Association and transmit the fee to the majority representative.
- B. The deduction shall commence for each employee who elects not to become a member of the association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission (hereinafter P.E.R.C.).
- C. The fair share for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association; but in no event shall the fee exceed 85% of the regular membership dues, fees, and assessments. Such monies to be paid to Local 29.
- D. The sum representing the fair share fee shall not reflect the costs of financial support of political causes of candidates except as permitted by law.
- E. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the City or require the City to take any action other than to hold the fee in escrow pending resolution of the appeal.

F. The Association shall indemnify, defend and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards or in the fair share assessment information furnished by the Association to the City, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

## ARTICLE VII

### EMPLOYEE REPRESENTATION

- A. The Association will notify the City as to the names of stewards and accredited representatives. No more than one (1) steward and alternate is to be designated for each department. Representatives of the Association who are not employees of the City will be permitted to visit with employees during working hours at their work stations for the purpose of discussing Association representative matters.
- B. The Steward within the department shall be allowed to investigate grievances during working time, but shall not disrupt work. Authorized agents of the Association shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to; provided, however, that there is no interruption of the Department's working schedule.

## ARTICLE VIII

### NON-DISCRIMINATION

A. The City and the Association both recognize that there shall be no discrimination by reason of sex, creed, racial origin, or age as far as employment is concerned or as far as any opportunities for improvement for jobs or as a condition of employment. The City further agrees that it will not interfere with nor discriminate against any employee because of membership in, or legitimate activity on behalf of the Association nor will the City encourage membership in any other association or union or do anything to interfere with the exclusive representation of the City in the appropriate bargaining unit.

B. Any employee members of the Association acting in any official capacity whatsoever shall not be discriminated against for his/her acts as such officer of the Association so long as such acts do not interfere with the conduct of the City's business, nor shall there be any discrimination against any employee because of Association membership or activities.

## ARTICLE IX

### MANAGEMENT RIGHTS

A. It is the right of the City to determine the standards of service to be offered by its agencies; determine the standards of selection for employment; direct its employees; take justifiable action; relieve its employees from duty because of lack of work or for any other legitimate reason, maintain the efficiency of its operations; determine the methods, means and personnel by which its operations are to be conducted; determine the content of job classifications; schedule the hours, ;take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

B. The practical impact of the decision on the above matters are subject to the grievance procedures.

C. Nothing in this Article shall alter or relieve the City or any of its obligations undertaken by this Agreement and applicable law.



## ARTICLE X

### SAVINGS CLAUSE

A. If any Article or Section of this Agreement or of any Supplement or Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determine as to its validity, the remainder of this Agreement and of any Supplements or Riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

B. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either Employer or Association for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. There shall be no limitations of time for such written notice. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party shall be permitted all legal or economic recourse in support of its

demands notwithstanding any provisions of this Agreement to the contrary.

## ARTICLE XI

### STRIKES

The Association assures and pledges to the City that its goals and purposes are such as to condone no strike by public employees, nor work stoppages, slowdown, or any other such method which would interfere with service to the public or violate the Constitution and Laws of the State of New Jersey and the Association will not initiate such activities nor advocate or encourage members of the unit to initiate the same; the Association will not support anyone acting contrary to this provision.

## ARTICLE XII

### BULLETIN BOARD

The Employer agrees to provide suitable space for the Association bulletin board in place of work. Postings by the Association on such boards are to be confined to official business of the Association.

## ARTICLE XIII

### ASSOCIATION MEETINGS

Any four (4) members of the Association who are elected or designated to attend conventions, seminars or similar meetings shall be granted the necessary time off with forty-eight (48) hours notice to the Employer with pay, provided that the said time off is a reasonable duration as determined by the person in charge of the project and the Employer. This right of attendance, moreover, shall be governed by any conditions, restrictions, or limitations contained in the Constitution and By-Laws of the Association. The City agrees that the Association negotiating committee has the right to attend all sessions without the loss of pay.

#### ARTICLE XIV

##### COMPENSATION COMMITTEE

A committee may be established to pursue the questions of the compensation (in time or cash) for certain members of the bargaining unit working thirty-five (35) hour work weeks who have to work forty (40) hours. The Committee may make recommendations which shall be presented to the Administration for their consideration during the Life of this Agreement.

## ARTICLE XV

### WORK SCHEDULE AND OVERTIME

A. It is acknowledged that the work schedule of the employees covered by this Agreement varies. Some employees work thirty-five (35) hours per week and some work forty (40) hours per week.

B. For those employees who work thirty-five (35) hours per week, the work week shall remain as currently in effect, which is 8:30 a.m. to 4:00 p.m. or 9:00 a.m. to 4:30 p.m. with one-half (1/2) hour for lunch. There shall be no split shifts. Effective on the execution date of this Agreement, for those employees who work thirty-five (35) hours per week, all hours worked in excess of thirty-five (35), up to eight (8) hours in one day or forty (40) hours in one week shall be at time and one-half (1 1/2).

C. For those employees who work forty (40) hours per week, the regularly scheduled work week shall remain at forty (40) hours, five (5) consecutive days, except for employees in continuous operations not normally scheduled Monday to Friday. The City shall continue to schedule those employees who are now working a five (5) day, forty (40) hour Monday to Friday schedule in the same manner. Where necessary, the City may assign weekend duty to any employee provided such employee(s) has been given a forty-eight (48) hours advance notice, except in a bona fide emergency. If an employee feels he/she has been assigned an excessive amount of weekend duty, he/she may file a grievance through the grievance procedure.

D. Effective on the execution date of this Agreement, all hours worked on Saturday will be paid at time and one-half (1 1/2) and all hours worked on Sunday will be paid at double (2) time, except that this Section shall not apply to employees who are acknowledged as not having a normal Monday through Friday work week as set forth in Sections E and F of this Article.

E. It is understood that those employees in Communication Bureau who do not normally work Monday through Friday will continue to work on their designated schedules and days that are now in effect at a forty (40) hour week.

F. Public nurses supervisors have flextime schedule at clinics for a thirty-five (35) hour week.

G. Employees who are required to work a forty (40) hour week shall be compensated at their straight time rate. For hours worked in excess of the forty (40) hours in a week or more than eight (8) hours in one (1) day shall be compensated at their time and one-half (1-1/2) rate.

H. All hours worked on an employee's seventh (7th) consecutive day in the same payroll week shall be compensated at the double (2) time rate.

I. When authorized by Department Head, persons working in higher classifications will be paid in higher classifications for hours in said performance.

J. Employees working on continuous shift shall be granted compensatory time off when other employees are granted time off because of emergencies, such as snow.



## ARTICLE XVI

### SHIFT DIFFERENTIAL

Employees regularly scheduled to work the second and third shift of continuous shift operations shall receive an additional sixty cent (\$ .60) per hour for second shift work and eighty cents (\$.80) per hour for third shift work. The shift differential does not apply to work contiguous to a first shift employees' regular shift.

ARTICLE XVII

HEALTH INSURANCE

A. The health insurance benefits previously existing shall remain in effect and shall consist of the following elements:

Prescription Plan (\$3.00 co-pay)

Dental Plan

Vision Plan

Hospitalization

(Blue Cross/Blue Shield or other available plans) (with mandatory second opinion)

B. The Association recognizes the City's right to select the provider on all health insurance benefits and that there is to be no obligation on the part of the City to contribute any amount to the Association health and welfare plan.

C. It is agreed that as soon as practicable after the execution of this Agreement, Dental and optical insurance shall be equivalent to that provided to the City's Police bargaining unit.

D. There shall a \$200.00 deductible for health insurance.

## ARTICLE XVII

### UNPAID LEAVES

#### A. Reasonable Purpose

Leaves of absence without pay and not to exceed eighteen (18) months may be granted for reasonable purpose, and such leave shall be extended or renewed for any reasonable period.

Reasonable purpose in each case shall be agreed upon by the Association and the City.

#### B. Association Business

Employees hired by the Association to do work which takes them from their employment with the City shall, with the written request of the Association, be granted a leave of absence, not to exceed one (1) year, but it may be renewed or extended for a similar period at any time upon the request of the Association.

#### C. Maternity

Maternity leaves, not to exceed (12) months, shall be granted at the request of the employee. Maternity leave shall, upon the request of the employee, be extended or renewed for a period not to exceed six (6) months.

#### D. Education

1. After completing one (1) year of service, any employee, upon request, may be granted a leave of absence, without pay, which shall not exceed one (1) year, but may be extended or renewed at the request of the employee.

2. One (1) year leave of absence with any requested extension for educational purposes shall not be provided more than once every three (3) years.

3. Where possible, employees may be granted leaves of absence for educational purposes, not to exceed (1) month any calendar year, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skills or professional ability.

## ARTICLE XIX

### PAID LEAVES

#### A. Time Off for Association Activities

The City agrees that the Association negotiating committee has the right to attend all sessions without the loss of pay.

#### B. Sick Leave

1. Any employee who is employed for at least eighteen (18) months, who contracts a service or non-service connected serious illness or injury, may "borrow" from sick leave not yet earned up to a maximum of sixty (60) days provided that, should such employee not earn back the amount of time so advanced, the City shall have the right to establish a lien on the employee's wages, pension, or pursue other lawful remedies to recover the amount of leave advanced, but not earned.

2. Employees shall be eligible for sick leave after thirty (30) days service the City.

#### C. Accumulation of Sick Leave and Terminal Leave

1. Employees shall be granted one and one-quarter (1-1/4) days of sick leave for each month of service. Any days used shall be deducted from this sick leave bank.

2. Any employees may be required by the City to produce a doctor's certificate after five (5) consecutive days of sickness of disability, or a pattern of abuse.

D. Unused

In the event of death, unused sick leave payment is to be made to the estate of the employee.

E. Funeral Leave

When a member of the "immediate family" of an Association member is deceased, that member shall be granted five (5) working days of leave. The "immediate family" shall include: wife, husband, children, parents, grandparents, sisters, brothers, brothers- and sisters-in-law, mother- and father-in-law, and common law husbands and wives. All other relatives one (1) day of leave to attend funeral service. Upon submission of proof, an additional two (2) days shall be granted for out of state travel over 250 miles.

F. Civil Service Examination

Employees shall be allowed time off with pay to take open competitive and promotional examinations set up by the Civil Service System, for which they qualify.

G. Military Service Leave

Any employee who is a member of a Reserve Force of the United States Army of this State and who is ordered by the appropriate authorities to attend the training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity, with no loss of time or pay, not to exceed thirty (30) days in one year.

II. Jury Duty

Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service. The difference between their pay and jury pay shall be returned to the City.

## ARTICLE XXI

### HOLIDAYS

A. The employees covered by this Agreement shall receive the following thirteen (13) paid holidays:

New Year's Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
July 4th  
Labor Day  
Columbus Day  
General Election Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day  
Martin Luther King Day

B. If a holiday falls on a Sunday, it will be celebrated on Monday; if on Saturday, it will be celebrated on Friday.



## ARTICLE XXII

### CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

A. All conditions not covered by this Agreement shall continue to be governed, controlled, and interpreted by reference to the City's Charter, Ordinances, Rules and Regulations of the City and pertinent Rules and Regulations of the Association. Any of all present benefits which are enjoyed by employees covered by this Agreement that have not been included in the contract shall be continued.

B. The City agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

## ARTICLE XXIII

### SENIORITY

#### A. Definition

Seniority means an employee's length of continuous service with the employer since his/her last day of hire. For internal purposes, department seniority shall be controlling.

#### B. Probation Period

New employees shall be added to the seniority list ninety (90) days after their date of hire.

#### C. Seniority Lists

Every six (6) months the employer shall make available a seniority list showing the continuous service of each employee.

#### D. Break in Continuous Service

If an employee returns to work in any capacity within one (1) year, the break in continuous service shall be removed from his/her record. However, an employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement. There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

#### E. Layoff

In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority, within title and department.

F. Recall

1. Employees shall be recalled from layoff and according to their seniority, within the department and title.
2. No new employees shall be hired until all employees on layoff status desiring to return to work have been recalled within title and department except when employees are hired with Federal and State funds.

G. Transfers

1. Employees desiring to transfer to other jobs shall submit an application in writing to their immediate supervisor. The application shall state the reason for the requested transfer.
2. Employees requesting transfer for reasons other than the elimination of jobs may be transferred to equal or lower paying job classifications on the basis of seniority.

H. Other

Anything dealing with seniority not in the Article shall be determined by Civil Service Rules and Regulations and New Jersey State Laws governing the subject.

## ARTICLE XXIV

### TERMINAL LEAVE

- A. The following terminal leave policy will be in effect:  
Upon retirement, all employees shall, at their option, be entitled to receive all accrued sick leave in a lump sum payment within eighteen (18) months maximum or shall be permitted to remain on the payroll until all accrued sick leave up to eighteen (18) months shall have been utilized. However, all employees hired on or after January 1, 1987 shall be entitled to maximum benefits under this Section of twelve (12) months only.
- B. Salary increases during the period and sick and vacation days cannot be accumulated while on terminal leave.
- C. The benefits that shall continue on terminal leave are pension contributions and group insurance.

ARTICLE XXV

EDUCATIONAL

A. The City shall be obliged to reimburse the cost of tuition for the employees who enroll in courses in accredited institutions of higher learning provided that:

1. The course, credit and non-credit, in which they enroll bears a reasonable relationship to their present work assignment.

2. Prior approval to take such courses is secured in writing from the employee's director, which approval the City shall not unreasonably withhold.

3. The rate of reimbursement at a graduate or undergraduate level shall be equal to the per credit course now in effect at Rutgers, the State University.

4. The rate of reimbursement for non-credit courses shall be the full cost of tuition.

5. The number of credits per year for which an employee shall be reimbursed shall not exceed twenty (20). Said reimbursement shall be paid to the employee within sixty (60) days after completion of course or module.

6. All non-related courses mandated by an institution as a requisite for a degree or certificate shall be eligible for educational increments.

b. When the City mandates that an employee must attend a job-related course or school, all expenses, including travel, lodging and tuition must be paid in advance by the City.

C. Any employee, as of January 1, 1982, who completes his/her degree from an accredited college while employed by the City shall receive a one-time salary bonus upon submitting adequate proof of receiving said degree as follows:

Associate Degree	\$250.00
Bachelor Degree	\$500.00
Master's Degree	\$750.00
Doctorate Degree	\$1000.00

D. This Article is not retroactive before January 1, 1982.

ARTICLE XXVI

LONGEVITY PAYMENT

A. A lump sum annual payment to all eligible employees to be paid at the option of the employee either in a lump sum in the first pay period of December or included in his/her base annual pay, each year for all years of continuous service completed by his or her anniversary date in accordance with the following schedule:

5 to 9 years . . . . .	2% of annual salary
10 to 14 years . . . . .	4% of annual salary
15 to 19 years . . . . .	6% of annual salary
20 to 24 years . . . . .	8% of annual salary
25 years/over . . . . .	10% of annual salary

B. If the employee elects to have longevity included in his/her base pay, said election must be made and the City notified prior to January 1st of any given year.

ARTICLE XXVII

MILEAGE

The City will reimburse the employees at a rate of twenty-five (\$.25) cents per mile for use of personal vehicle as required for City business use.



ARTICLE XXVIII

LEGISLATIVE LEAVE

Any employee and/or member of the Association who is elected or appointed to serve any branch of government shall be allowed to carry out the duties of that elected or appointed position under the classification of "Legislative Leave" without utilization of the employee's sick and/or vacation time accrued.

ARTICLE XXIX

CLOTHING ALLOWANCE

Work clothing shall be furnished at City expense to all employees required to wear uniforms at an amount of:

Effective 1992:       \$400.00

Effective 1993:       \$450.00

ARTICLE XXX

TOOL ALLOWANCE

The City will supply tools at its expense to all employees required to use same. If the City directs any employee to purchase tools, said employee will be reimbursed by the City upon presentation of proof of purchase. Any such tool(s) shall become the property of the City.

## ARTICLE XXXI

### LICENSED EMPLOYEES

All licensed employees, including plumbing and electrical employees, shall receive, in addition to the base annual increase in salary mentioned in Article XXXII, a 5% increase in their annual base salary if, after employment by the City and after entering this bargaining unit, they have achieved all licenses and certifications that are necessary for their position and are required by the City and the State. In the event an employee has not achieved said license, the increase will commence upon the achievement of same.

ARTICLE XXXII

SALARY

- A. Effective January 1, 1992, all presently employed bargaining unit members shall receive an increase in base salary of one thousand, seven hundred and fifty dollars (\$1,750.00).
- B. Effective January 1, 1993, all presently employed bargaining unit members shall receive an increase in base salary of one thousand, three hundred and fifty dollars (\$1,350.00).
- C. Effective January 1, 1994, all bargaining unit members shall receive an increase in base salary of one thousand two hundred dollars (\$1,200.00).
- D. Eligibility for retroactivity shall be limited to employees on the payroll as of August 2, 1993 except that employees who retired or deceased prior to that date shall be eligible. An employee who became a member of this bargaining unit after January 1, 1992, shall be entitled to retroactivity effective the date this employee became a member of this bargaining unit.
- E. Effective on the date execution of this Agreement, any employee who is promoted shall receive a minimum increase in base pay of six percent (6%).

ARTICLE XXXIII

PERSONAL DAYS

Employees shall be entitled to three (3) personal days per year.

## ARTICLE XXXIV

### REOPENER

There shall be a reopener limited to negotiate over any changes in health insurance set forth in the contracts under negotiations between the City and the uniformed units.

ARTICLE XXXV

NEW CONTRACT NEGOTIATIONS

The parties agree that negotiations for a successor's agreement modifying, amending or altering the terms and provisions of this Agreement shall commence in accordance with applicable law.

IN WITNESS WHEREOF, the undersigned have affixed their signatures as the duly authorized legal representatives of the City and the Association of the \_\_\_\_\_ day of \_\_\_\_\_ 1991.

CITY OF ATLANTIC CITY

Attest:

By: \_\_\_\_\_  
Mayor

DATE: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

SUPERVISORS ASSOCIATION OF  
ATLANTIC CITY - LOCAL NO. 29  
R.W.D.S.U. - A.F.L. - C.I.O.

Attest:

By: \_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

The within Agreement approved as to form and execution.

DATE: 2/28/94

BY: *Paul J. Callagher*  
PAUL J. CALLAGHER  
City Solicitor



MEMORANDUM OF UNDERSTANDING  
BETWEEN  
RWDSU, A.F.L.-C.I.O., Local 29  
AND  
THE CITY OF ATLANTIC CITY

THIS AGREEMENT, made and entered into this 6th day of May, 1991, between the CITY OF ATLANTIC CITY, a municipal corporation of the State of New Jersey, with its principal offices located at 1301 Bacharach Boulevard, Atlantic City, New Jersey 08401, hereinafter referred to as the "CITY" and the SUPERVISOR'S ASSOCIATION OF ATLANTIC - LOCAL NO. 29, R.W.D.S.U. - A.F.L.-C.I.O., with offices located at 225 West 34th Street, Room 111, New York, New York, hereinafter referred to as LOCAL NO. 29".

WHEREAS, the parties are desirous of reaching an agreement to maintain employment for all employees affected by layoffs under the above mentioned bargaining unit; and

WHEREAS, after months of meetings to reach the desired result the parties have obtained an agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereby agree to the following:

1. The three (3) individuals currently laid off shall be reinstated.
2. Bargaining unit agrees to \$3.00 co-pay on all prescriptions.
3. Bargaining unit shall submit to mandatory second opinion pursuant to Blue Cross/Blue Shield.
4. Bargaining unit shall maintain \$200.00 deductible for health insurance.
5. Residency for the three (3) layoff positions shall be protected. Those three (3) individuals shall maintain current protected status; treated as never separated from employment.
6. 6% reduction on base pay for demotions, *or \$500 9th Rte 5/6/91*
7. Reassignments to be determined by the City for the three (3) saved positions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

ATTEST:

CITY OF ATLANTIC CITY

BY \_\_\_\_\_  
City Clerk

BY *James H. Kahan*  
Mayor

WITNESS

SUPERVISORS ASSOCIATION OF  
ATLANTIC CITY LOCAL NO. 29  
R.W.D.S.U. - A.F.L.-C.I.O.

By *[Signature]*

By *[Signature]*  
*[Signature]*

# Resolution of the City of Atlantic City

No. 623

proved as to form and legality on Basis of Facts Set Forth

City Solicitor /s/ Paul J. Gallagher

Factual contents certified to by

Business Administrator /s/ James Sykes

Prepared by City Solicitor's Office

Council Member.....Russo..... Presents the following Resolution:

WHEREAS, R.W.D.S.U. Local 29 AFL-CIO (hereinafter "Supervisors Union") is the duly authorized bargaining agent for the nonuniform supervisory employees of the City of Atlantic City; and

WHEREAS, the Collective Bargaining Agreement between the City of Atlantic City and the Supervisors Union expired on December 31, 1991 and the members of the Union have been working without a contract since January 1, 1992; and

WHEREAS, the City and the Union entered into collective bargaining negotiations which reached an impasse, and which was ultimately referred for fact finding; and

WHEREAS, the fact finder has released his findings to the City and the Union; and

WHEREAS, the membership of the Supervisors Union on Tuesday, August 3, 1993 voted to ratify a new contract with the City incorporating the fact finder's conclusions; and

WHEREAS, it is in the best interest of the City of Atlantic City to enter this contract, under the terms and conditions set forth in the fact finder's conclusions, with the Supervisory Union.

BE IT NOW FOR RESOLVED by the City Council of the City of the City of Atlantic City that the Mayor is authorized to execute and the Clerk to attest to a Collective Bargaining Agreement between R.W.D.S.U. Local 29 AFL-CIO as the duly authorized Bargaining Agent of the Supervisors Union of the City of Atlantic City; and

BE IT FURTHER RESOLVED that the form of contract shall be subject to the approval of the City Solicitor, in consultation with special labor counsel, and, in the event of any dispute as to the form of contract, if any, they shall be referred to the fact finder for final and binding determination.

August 4, 1993 09:58:04 AM R0623-93/COUNCIL/08-04-93ew

## RECORD OF COUNCIL VOTE ON FINAL PASSAGE

COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.
COURSEY			Present				MANCUSO						
MUDGINS							NORRELL-NANCE				ABSENT		
ELLEY							PASQUALE						
LANGFORD			Abstain				ZINGARELLI						
							RUSSO, PRESIDENT						

x-Indicates Vote NV-Not Voting AB-Absent MOT-Motion SEC-Second

AUG 4 1993

DATE OF ADOPTION:

Benjamin R. Fitzgerald

City Clerk